

Purpose

To provide a program whereby employees can perform their assigned work outside of the office, generally within their home, relieving them from a daily commute to the office.

Policy**General Provisions**

1. Telecommuting is neither an employee right nor employee benefit. Telecommuting is a management option which may be made available to some employees when a mutually beneficial situation exists for the state, the Department, and the employee. Telecommuting agreements may be terminated at any time by the Department. Similarly, employees who telecommute do not have an obligation to continue in a telecommuting arrangement. Senior leaders will review and approve/disapprove all telecommuting proposals.
2. The telecommuting policy is for routine scheduled occurrences and not intended for ad hoc, short-term situations where UDOT employees work at an alternative site on special occasions to complete specific projects.
3. Telecommuters generally work at their UDOT office from three to four days per week, and a secondary location (at the alternative work site) one to two days per week. The secondary work location is generally a home office, although other alternatives are possible. Telecommuting may not require a computer or telecommuting equipment. Telecommuting is not intended to be full time.
4. The work schedule will be 5-8's, Monday through Friday, eight hours a day. The telecommuting employee's work hours and work assignments are a management option. However, for support and customer service, the work schedule should be between 7:00 a.m. and 5:30 p.m.
5. Telecommuting is for good performers. Employees who are not performing at an acceptable level in all aspects of the job will not be considered for telecommuting. Employees should serve in their present position for six months before being considered for telecommuting. Employees who are on corrective action, disciplinary action, have unsatisfactory performance rating, or whose daily work habits are not satisfactory as judged by the supervisor will not be considered for telecommuting. Temporary employees such as TE, AJ, or AL will not be considered for telecommuting.
6. Telecommuting shall not be used as a substitute for dependent care. The telecommuting employee cannot be the primary care provider for infants, preschool children, children off track, or dependent adults, etc. during the work day. Arrangements for dependent care must be made as if the employee is at the office work site, with documentation from the provider.
7. Exceptions to these provisions must be approved, in writing, by the senior leader.

Participant Selection Criteria

Telecommuting is a voluntary program. However, supervisors may use the following criteria in determining potential telecommuting participants.

8. The employee is an independent worker
 - a. Self-reliant
 - b. Self starter
 - c. Trustworthy
 - d. Good performer
 - (1) In the position for six months
 - (2) Not on corrective or disciplinary action
 - (3) Overall Acceptable Performance Review
 - e. Good work habits
 - f. Works with little supervision
9. Job duties
 - a. Independent work
 - (1) The essential tasks do not support customers, or few customers.
 - (2) Work does not require face to face communications in a structured office setting.
 - (3) Work does not require data, or resources from other sources.
 - b. Work should be task oriented
 - c. There are no special security needs that require the work to be done only at the office.
10. Knowledge of computers and required software, if necessary.
11. Has access to office space at alternative work location free from interruptions and with proper office furniture and equipment.

Participant

12. Should be cognizant of other people's perceptions that are created as result of telecommuting and must be cautious in their daily affairs.
13. Employees will be accessible for telephone contact during their normal work hours.
14. The State will not be responsible for any costs associated with using an employee's home as a telecommuting location such as maintenance, insurance, and utilities.
15. If the telecommuting arrangement involves activities that must be cleared through zoning ordinances or home association regulations, the employee is responsible for complying.

Leader (Supervisor)

16. Supervisors “shall make prudent and frugal use of state funds, equipment, buildings and supplies” (R477-9-1) in approving telecommuting. Telecommuting arrangements may be more expensive for the Department.
17. Supervisors may use the Participant Selection Criteria in reviewing the employee’s request.

Performance Plan - Guidelines

18. The performance plan should be based on work tasks, not process management. The plan should include standards and measures so that both the employee and supervisor understand that telecommuting is a benefit to the Department as well as to the employee. Every employee who participates in the Program will have a Performance Plan.

Alternative Work Site

19. The specific work space designated by the employee will be considered an extension of the State work space during the approved work hours, and the State’s liability for job-related accidents will continue during the understood and approved work hours. Workers’ Compensation liability will be limited to this work space as opposed to applying to all areas of the alternative work site. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative work site and to complete any required forms.
20. Since the telecommuting program does not include personal contact with others for business or interaction on official business, injuries to a third party are not covered.
21. All standards (e.g., locked files, passwords for software) for confidentiality of information, records, etc. which apply at the office also apply at the alternative work site. Unauthorized disclosure will subject the employee to penalties provided by law up to and including termination.
22. Access to Department computers and networks shall be in accordance with State and Department standards.
23. Restricted-access materials (such as payroll) will not be taken out of the primary office or accessed through the computer at a remote location.
24. The approved designated work area, furniture and equipment will be ergonomically correct at the employee’s expense.

Equipment and Supplies - Participant

25. Employees who telecommute and are required to have a computer to perform their assignments will use their own private computer. All other equipment and supplies assigned to the employee are the property of the State and are issued to the employee on a temporary basis. The employee must sign for receipt of the equipment, if any.
26. The State will not be liable for damages to the employee's personal or real property while the employee is working at the telecommuting location unless damages are caused as a direct result of malfunctioning State-owned equipment.
27. "Employees shall make prudent and frugal use of state funds, equipment, building, and supplies." (R477-9-1).
28. Supplies required to complete assigned work at the telecommuting location should be obtained during one of the employee's in-office visits. The Department will not reimburse the employee for supplies such as computer floppy disks, and cables. Out-of-pocket expenses for supplies normally available at the primary work location will not be reimbursed.
29. The employee is responsible for returning all equipment, supplies, work products, etc., used at the telecommuting location upon request of UDOT or upon termination of his/her participation in the project.

Equipment and Supplies - UDOT

30. Expenses not specifically covered above will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense, other expenses reimbursed for the employee, and the overall budget for the project.
31. The immediate supervisor will approve or disallow reimbursement requests not specifically covered.
32. Furniture and computers will not be supplied by the State.
33. UDOT will reimburse the employee for costs associated any toll charges/long distance charges incurred for business purposes. These charges will be explained and agreed upon in advance and documentation will be provided by the employee and approved by the supervisor.
34. The State will reimburse the telecommuting employee for software for compatibility with different systems used by the Department as needed.

Related Provisions

35. As stated in State of Utah Human Resource Management Rules R477-9, any software developed on state-owned computer equipment or a personal computer during working hours shall be the property of the state.
36. Participation in a telecommuting program grants the same rights as any State employee, including the worker's compensation benefits, defense and indemnification for claims against an employee arising out of state employment as provided by the Utah Government Immunity Act.
37. As a condition of a telecommuting program, the telecommuter will provide access to the alternative work site upon request by the Department for such things as: document confidentiality, management purposes, equipment security, safe working conditions, program compliance or other work related matters. Leaders or other representatives of the Department may visit the work site to retrieve equipment and other State property in case of an employee's extended illness, termination, or retirement.
38. Any agreements or contracts that have been signed by employees during the course of their employment will still be in effect while working at an alternative work site, such as the overtime agreement. All UDOT and state policies, procedures and rules are in effect while working at an alternative work site.

Background

This policy and procedure are in compliance with DHRM rules.

Definitions

Telecommuting involves work that an employee performs on a routine basis, independent of others, and can be accomplished by the employee outside of the primary office environment pursuant to a pre-approved written agreement between the employee, supervisor, Senior leader and others as necessary.

A Senior Leader is someone who is a member of the QIC (Quality Improvement Council.)

Procedures

Participant Selection

UDOT 05C-76.1

Responsibility: Employee and Immediate Supervisor

Actions

1. Reviews the participant selection criteria, the employee's duties and the past performance of the employee.
2. Identifies those duties that the employee performs regularly, independent of others, which can be accomplished outside the office environment.

Responsibility: Employee

3. Reads this policy, procedure and guidelines and completes the "Telecommuting Feasibility Request."
4. Submits feasibility request, to his/her immediate supervisor.

Responsibility: Immediate Supervisor

5. Reviews the telecommuting request and completes the supervisor's portion of the request.
6. Approves or denies the request, if approved by immediate supervisor request is forwarded to the Senior leader for approval.

Responsibility: Senior Leader

7. Reviews documentation, determines if telecommuting is in the best interest of the department and employee considering all aspects including cost and possible budgetary constraints. If approved by the Senior Leader:

Responsibility: Employee and Immediate Supervisor

8. Meets together to modify the employee's performance plan as needed for telecommuting.
9. Completes a Telecommuting Agreement.

10. The agreement will be renegotiated annually with copies sent to the Human Resource Office.
11. The employee or leaders may end the telecommuting arrangement at any time.

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TELECOMMUTING FEASIBILITY REQUEST

This checklist will help the immediate supervisor and senior leader in determining the appropriateness of matching job assignments to telecommuting. Section I should be completed by the employee. Section II should be completed by the supervisor, with final approval by the Senior leader.

	Section I (TO BE COMPLETED BY EMPLOYEE)
1.	Briefly describe your current job responsibilities:
2.	Which job responsibilities would be completed utilizing the telecommuting arrangement.
3.	Which days each week do you plan to work away from your UDOT Office?
4.	The standard telecommuting work schedule is five days a week, eight hours a day. Do you agree to work this schedule?
5.	Describe the equipment, supplies and/or other needs, if any, needed at the alternative work location to support your telecommuting arrangement.
6.	Describe the proposed office arrangement at your secondary location.
7.	Describe plans for ensuring confidentiality/security.
8.	Describe how your availability and customer service will be transparent to your customers?
9.	What computer applications do you use now, and would require, for a telecommuting arrangement? (Word processing, electronic mail, spreadsheets, mainframe applications, etc.)
10.	Identify your customers:
11.	List dependants living at home including ages.
12.	Describe all dependent care arrangements including name and address of all providers.

	Section II (TO BE COMPLETED BY SUPERVISOR)
1.	What are the benefits to UDOT if this employee telecommutes?
2.	What are the additional costs for the department if telecommuting is allowed? Cost of long distance calls, other costs.

Signatures:			
Supervisor	Date	Employee	Date
Senior Leader	Date		

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TELECOMMUNICATION AGREEMENT

Employee:	
Division:	
Primary Work Location (Office) Address	
Telephone	
Approved Telecommuting Location Address	
Identify the space which will be used as the work at home work site,	
Telephone	
Data Transmission Telephone	
Hours Available for Telephone Contact	

	WORK AT HOME		OFFICE	
	Hours	Lunch	Hours	Lunch
Monday	to		to	
Tuesday	to		to	
Wednesday	to		to	
Thursday	to		to	
Friday	to		to	

I, the undersigned, being at least eighteen years of age, and in consideration for the opportunity of voluntarily performing my work duties at a location other than my assigned work location, or in consideration for the opportunity to participate in the Utah Department of Transportation Telecommuting Program, do hereby agree to this waiver and release.

I acknowledge that I will not provide care for infants, preschool children, children off track, or dependent adults during the work day while at my telecommuting site.

I certify that I have read, and reviewed all of the material required by the UDOT Telecommuting Policy, including but not limited to, all the UDOT forms governing telecommuting, and any other state or department policy or rules governing the use of state equipment, and any other policies or rules that may affect working at another location than my primary work location. I agree to abide by all of the policies, rules and other material governing this activity.

I acknowledge and consent to the right of my immediate supervisor, or others authorized by agency management, to visit and inspect my telecommuting location at any time during my scheduled work hours. I understand that such visits do not have to be scheduled or arranged with me, and that I may or may not be notified

of these visits. I understand that such visits or inspections may be for the purpose of reviewing my work, assessing my compliance with the rules and policies governing work at home, assessing the safety of my telecommuting work site or other work related activities.

I certify and agree that use of my personal computer and/or any other personal equipment for work related activities at my home or at other locations away from my normal work site is voluntary. I agree that I will release, acquit and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers or agents from any and all liability, claims, demands, necessary repairs, actions, attorney fees and causes or actions whatsoever for any loss, injury, harm or claim to me or to my property that occurs during the use of my use of my personal property or equipment for state business. I agree that if necessary the state may load state owned software onto my personal computer for work related activities. I also certify that I understand that I will not be compensated in any way for the use of my personal computer or other personal equipment, nor for any repairs to my personal equipment. I agree to notify my supervisor immediately upon the malfunction or failure of any equipment or software and to take other appropriate actions.

I acknowledge that worker's compensation benefits shall be available to me for injuries or illnesses sustained or contracted during the course and scope of my employment. I also acknowledge that worker's compensation shall be the exclusive remedy for any and all job related injuries, or illnesses. I further acknowledge that the worker's compensation exclusive remedy provision shall apply to any injury or illness sustained or contracted at my telecommuting site.

I acknowledge that I retain the standard liability coverage and protections provided to me by the "Utah Governmental Immunity Act" for the work activities and products conducted or developed during the time that I work at my work at home office or work away from the office site. I do hereby release, acquit and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers or agents from any and all liability, claims, demands, attorney fees, actions and causes of actions arising from damage to me, to my family, to my property, and to all others arising from activities not directly associated with my work activities.

I have carefully read and understand the contents of this and other required documents, and I specifically intend them to cover the full period that I participate in the Utah Department of Transportation Telecommuting Program.

This agreement is effective from _____ to _____ unless terminated by management or the employee.

Employee Name

Signature

Date

Employee's Supervisor

Signature

Date

Senior Leader's Signature

Date